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TN REGULATORY AUTHORITY
DOCKET ROOM

January 31, 2003

VIA HAND DELIVERY

Hon. Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and MCI WorldCom Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 03-86105

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, MCI WorldCom Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated June 17, 2002. The first Amendment adds Port USOCs and the second Amendment addresses the decision by the U.S. Supreme Court in Verizon vs. FCC.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Vice President, Eastern Telco Line Cost, MCI WorldCom, Inc.
Vice President & Chief Network Counsel, MCI WorldCom, Inc.
Carrier Agreements, MCI WorldCom, Inc.
Commercial Counsel, MCI WorldCom, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and MCI WorldCom Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND MCI WORLD COM COMMUNICATIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, MCI WorldCom Communications, Inc. ("MCI WorldCom") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated June 17, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, MCI WorldCom and BellSouth state the following:

1. MCI WorldCom and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to MCI WorldCom. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 19, 2002.

2. The parties have recently negotiated two Amendments to the Agreement. The first Amendment adds Port USOCs and the second Amendment addresses the decision by the U.S. Supreme Court in Verizon vs. FCC.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, MCI WorldCom and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties is authorized to submit these Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and MCI WorldCom within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. MCI WorldCom and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

MCI WorldCom and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 31st day of JAN, 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

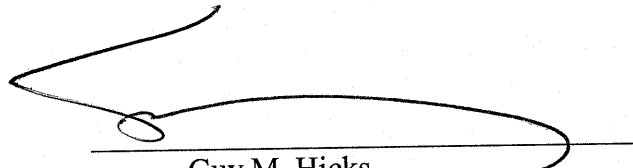
I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail on the 25 day of Jan., 2003:

MCI WorldCom, Inc.
Attn: Vice President, Eastern Telco Line Cost
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

WorldCom, Inc.
Vice President & Chief Network Counsel
22001 Loudoun County Parkway
Bldg. E1-3-61-
Ashburn, VA 20147

Carrier Agreements
MCI WorldCom, Inc.
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

Commercial Counsel
MCI WorldCom, Inc.
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004



Guy M. Hicks

**AMENDMENT
TO
MCI WORLDCOM COMMUNICATIONS/BELLSOUTH INTERCONNECTION
AGREEMENT
DATED
JUNE 17, 2002**

Pursuant to this Amendment to the MCI WorldCom Communications/BellSouth Interconnection Agreement (the "Amendment"), for the state of Tennessee, MCI WorldCom Communications, Inc. ("MCI") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the MCI/BellSouth Interconnection Agreement dated June 17, 2002 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MCI and BellSouth hereby covenant and agree as follows:

1. Attachment 3, subsection 2.4.6 is created to read:

2.4.6 Notwithstanding any other provision of this Agreement, MCI may request that BellSouth provide Atypical Combinations of unbundled Network Elements. Atypical Combinations are combinations of such network elements that are neither Existing Combinations nor Typical Combinations as these terms are defined above, in this Section. In compliance with FCC Rule 51.315(d), requests for Atypical Combinations of unbundled Network Elements are available through the Bona Fide Request process as set forth in Exhibit 1, Part A of the General Terms and Conditions of this Agreement. Rates for Atypical Combinations of unbundled Network Elements shall be negotiated pursuant to Section 1.4 of Attachment 1 and the Bona Fide Request process.

2. Attachment 3, subsection 2.11 is hereby deleted in its entirety, and replaced with the following:

2.11 BellSouth shall offer each Network Element individually and, at MCI's request, shall offer Existing Combinations, Typical Combinations, and, pursuant to subsection 2.4.6, Atypical Combinations. MCI may order Network Elements individually and combine them itself into other combinations. BellSouth shall not require MCI to combine Network Elements. BellSouth shall not require MCI to own or control any local exchange facilities as a condition of offering to MCI any Network Element or combination.

3. All of the other provisions of the Agreement, dated June 17, 2002, shall remain in full force and effect.

4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.
5. This Amendment is intended to incorporate the decision of the United States Supreme Court in *Verizon vs. FCC*, 122 S.Ct. 1646, (May 13, 2002), and any action resulting from the court's remand to the 8th Circuit Court of Appeals, regarding the effect of such decision and action on MCI's purchase of new combinations of loop and transport. By executing this Amendment MCI is not waiving its right to seek additional amendments to the Interconnection Agreement, incorporating said decision.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.


BY: Pat C. Finlen

NAME: PATRICK C. FINLEN

TITLE: ASST. DIRECTOR

DATE: 9/27/02

MCI WorldCom Communications, Inc.

BY: C.A. Benson 

NAME: for Marcel Henry

TITLE: Vice-President

DATE: 25 CB
9/24/02

**AMENDMENT
TO THE
AGREEMENT BETWEEN
MCI WORLDCOM COMMUNICATIONS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JUNE 17, 2002**

Pursuant to this Amendment, (the "Amendment"), MCI WorldCom Communications, Inc., ("MCI"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 17, 2002 ("Agreement") for the state of Tennessee.

WHEREAS, BellSouth and MCI entered into the Agreement on June 17, 2002, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to add to the rates in Table 1 of Attachment 1, the rates set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated June 17, 2002, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.
4. Neither party waives any right to seek clarification from the Commission regarding retroactive application of the rates contained in this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

MCI WorldCom Communications, Inc.

By: _____

Name: Marcel Henry

Title: Vice-President

Date: 9/11/02

BellSouth Telecommunications, Inc.

By: _____

Name: Patrick C. FENLON

Title: Asst. Dir.

Date: 9/16/02

UNBUNDLED NETWORK ELEMENTS - Tennessee															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Attachment: 1		Table 1			
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)															
Exchange Ports															
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	Tennessee Area Plus Port without Caller ID capability			UEPSR	UEPWR	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Tennessee Extended Local Dialing Port without Caller ID capability			UEPSR	UEPWN	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Low Usage Line Port without Caller ID capability			UEPSR	UEPRT	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
2-WIRE VOICE GRADE LINE PORT RATES (BUS)															
	Tennessee Extended Local Dialing Port without Caller ID capability			UEPSB	UEPWO	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Tennessee (BUS) Inward Collierville and Memphis Local Calling Plan			UEPSB	UEPB2	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Tennessee (BUS) 2-Way Collierville and Memphis Local Calling Plan			UEPSB	UEPB3	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Incoming Only without Caller ID capability			UEPSB	UEPBE	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
EXCHANGE PORT RATES (DID & PBX)															
	PBX Trunk Combination, Collierville and Memphis Local Calling Plan			UEPSP	UEPA6	1.79	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan			UEPSP	UEPA7	1.79	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
> Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
> Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
> End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop															
> The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.															

[illegible]

UNBUNDLED NETWORK ELEMENTS - Tennessee														
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)						Attachment: 1			
					Rec	Nonrecurring		Nonrecur. Disconnect		SOMEC	SOMAN	OSS Rates(\$)		SOMAN
						First	Add'l	First	Add'l			Incremental Charge - Manual Svc Order vs. Electronic- 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	
> For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.														
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)														
2-Wire Voice Grade Line Port (Res)														
	Tennessee Area Plus Port without Caller ID capability		UEPRX	UEPRR	14.00	90.00	90.00					30.89		7.03
	Tennessee Extended Local Dialing Port without Caller ID capability		UEPRX	UEPWN	14.00	90.00	90.00					30.89		7.03
	Low Usage Line Port without Caller ID capability		UEPRX	UEPRT	14.00	90.00	90.00							
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)														
2-Wire Voice Grade Line Port (Bus)														
	Tennessee Extended Local Dialing Port without Caller ID capability		UEPBX	UEPWO	14.00	90.00	90.00					30.89		7.03
	Tennessee (BUS) Inward Collierville and Memphis Local Calling Plan		UEPBX	UEPB2	14.00	90.00	90.00					30.89		7.03
	Tennessee (BUS) 2-Way Collierville and Memphis Local Calling Plan		UEPBX	UEPB3	14.00	90.00	90.00					30.89		7.03
	Incoming Only without Caller ID capability		UEPBX	UEPBE	14.00	90.00	90.00							
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)														
2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	PBX Trunk Combination, Collierville and Memphis Local Calling Plan		UEPPX	UEPA6	14.00	90.00	90.00					30.89		7.03
	PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan		UEPPX	UEPA7	14.00	90.00	90.00					30.89		7.03